



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

FORMAN HOLT
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Chapter 7 Trustee
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Order Filed on July 11, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In Re:
ELIZABETH M. CONVERY,
Debtor.

Chapter: 7
Case No.: 22-16516 (VFP)
Hon. Vincent F. Papalia

**ORDER APPROVING A SETTLEMENT PURSUANT TO FED. R.
BANKR. P. 9019 BETWEEN THE TRUSTEE AND BRIAN CONVERY**

The relief set forth in the following page, numbered two (2), be and hereby is

ORDERED.

DATED: July 11, 2024

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia
United States Bankruptcy Judge

Page (2)

Debtor: Elizabeth M. Convery

Case No.: 22-16516 (VFP)

Caption: Order Approving Settlement Pursuant to Fed. R. Bankr. P. 9019 Between the
Trustee and Brian Convery

THIS MATTER, having been brought before the court upon the motion of Charles M. Forman, chapter 7 trustee (the “Trustee”) for Elizabeth M. Convery (the “Debtor”), through his attorneys, Forman Holt, for the entry of an order approving his settlement pursuant Fed. R. Bankr. P. 9019(a) with Brian Convery; and the court having considered the pleadings submitted and the arguments of counsel; and it appearing that good and sufficient notice of the proposed settlement having been provided to the Office of the United States Trustee, all creditors and other parties-in-interest; and for good cause shown; it is

ORDERED AS FOLLOWS:

1. The Motion Approving Settlement Pursuant to Fed. R. Bankr. P. 9019 Between the Trustee and Brian Convery is granted.
2. The Settlement Agreement between the Trustee and Brian Convery attached hereto as Exhibit A is approved.

EXHIBIT A

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is made and executed by Charles M. Forman, in his capacity as the chapter 7 trustee (the “Trustee”) for the bankruptcy estate of Elizabeth Convery (the “Debtor”), and Brian Convery (collectively, the “Parties”) as of May __, 2024 (the “Effective Date”).

RECITALS

A. On August 17, 2022 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) (Case No. 22-16516 (VFP)).

B. On June 8, 2023 (the “Conversion Date”), the Debtor’s case was converted to a case under chapter 7 of the Bankruptcy Code. [Doc. No. 56].

C. On the Conversion Date, the Office of the United States Trustee appointed the Trustee to serve as the chapter 7 trustee in the Debtor’s case and the Trustee continues to serve in that capacity.

D. The Debtor owns a 2015 Subaru Outback, VIN # 4S4BSAJC4F3306039 (the “Vehicle”) which has a scheduled value of \$3,273 [Doc. No. 105] and a Kelly Blue Book Value of between \$6,000 to \$7,000. The Vehicle is the property of the Debtor’s chapter 7 estate within the meaning of §541 of the Bankruptcy Code.

E. The Debtor has not claimed an exemption in the Vehicle under 11 U.S.C. §§522(d)(2) or (5).

F. The Debtor and Brian Convery are the co-owners of real property at 455 Lebanon Street, Wyckoff, New Jersey (the “Property”). The Debtor’s interest in the Property is the property of the Debtor’s chapter 7 estate within the meaning of §541 of the Bankruptcy Code.

G. On January 29, 2024, the Court entered a Consent Judgment authorizing the sale of both the estate’s interest and Brian Convery’s interest in the Property under 11 U.S.C. §§363(h) [Adv. Pro. No. 23-1352 (SLM), Doc. No. 8].

H. On April 2, 2024, the Trustee filed a Motion to Authorize the Sale of the Property Pursuant to 11 U.S.C. §363(b), (f) and (h), among other relief (the “Sale Motion”). [Doc. No. 108]. The Sale Motion is pending before the Court and a hearing is scheduled for May 7, 2024.

I. Upon information and belief, Brian Convery has been paying the carrying costs associated with the Property, including the mortgage, property taxes and insurance, for the duration of the chapter 7 case. Brian Convery has asserted claims for contribution from the estate’s interest in the net proceeds of sale of the Property.

J. The Trustee and the Debtor have engaged in settlement negotiations with respect to the sale of the Vehicle and the disposition of proceeds of sale of the Property and desire to settle the matter on the terms and conditions set forth below.

AGREEMENT

For good and valuable consideration, the receipt of which the parties acknowledge, the Parties stipulate and agree that:

1. The Trustee shall transfer the estate's interest in the Vehicle to Brian Convery in exchange for Brian Convery's waiver of any contribution claims against the estate with respect to the net proceeds of sale of the Property.

2. The Trustee will issue a Bill of Sale to Brian Convery for the purchase of the estate's interest in the Vehicle upon Court approval of this Agreement.

3. The net proceeds of sale of the Property, after payment of the realtors' commissions and legal costs of closing, and after payment of the mortgages on the Property and the usual closing adjustments between the buyer and seller, shall be divided equally between the chapter 7 estate and Brian Convery. Any additional claims that could or may be asserted by Brian Convery against the estate in connection with the Property are waived.

4. Upon the Trustee's receipt of an executed Agreement, the Trustee will promptly file a motion with the Bankruptcy Court seeking approval of this Agreement consistent with Fed. R. Bankr. P. 9019 and D.N.J. LBR 9019-3.

5. This Agreement, the settlement memorialized herein, and the Parties' obligations to perform hereunder, are subject to the Bankruptcy Court's approval.

6. Each of the Parties represent and warrant that they reviewed this Agreement with their respective attorneys, they are duly authorized to execute this Agreement, and they intend to be legally bound by all provisions of this Agreement, subject to Bankruptcy Court approval.

7. This Agreement may be executed in one or more counterparts, including by PDF or facsimile, each of which is deemed an original, but all of which together constitute one and the same instrument.

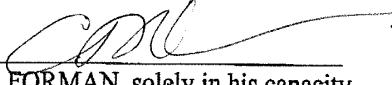
8. This Agreement shall be construed and interpreted in accordance with New Jersey law, without regard to principles relating to conflicts of law.

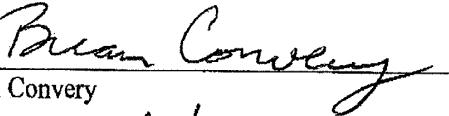
9. This Agreement may not be amended unless by a writing signed by all Parties. This Agreement is an integrated agreement and contains the entire agreement among the Parties regarding the matters set forth and each of the Parties acknowledges that this Agreement controls over the Parties' prior discussions and negotiations.

10. Except as expressly set forth herein, the Parties have not relied on any representation or warranty made by another Party in entering into this Agreement.

11. The Parties acknowledge and agree that the Bankruptcy Court shall have jurisdiction over the Parties and the subject matter hereof to resolve all disputes arising under this Agreement.

WHEREFORE, the Parties execute this Agreement as of the 3 day of ^{JUNE} May, 2024.


CHARLES M. FORMAN, solely in his capacity
as the chapter 7 trustee for the estate of Elizabeth Convery


Brian Convery
Dated: 6/2/2024

In re:
Elizabeth M. Convery
Debtor

Case No. 22-16516-VFP
Chapter 7

District/off: 0312-2
Date Rcvd: Jul 12, 2024

User: admin
Form ID: pdf903

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 14, 2024:

Recip ID	Recipient Name and Address
db	+ Elizabeth M. Convery, 455 Lebanon Street, Wyckoff, NJ 07481-3020

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 14, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 12, 2024 at the address(es) listed below:

Name	Email Address
Cassandra C. Norgaard	on behalf of Creditor John Conte cnorgaard@norgaardfirm.com amartinez@norgaardfirm.com;184grandno@gmail.com;kcimmino@norgaardfirm.com;dtakach@norgaardfirm.com;norgaard.cassandrac.b124931@notify.bestcase.com
Cassandra C. Norgaard	on behalf of Creditor David Repetto cnorgaard@norgaardfirm.com amartinez@norgaardfirm.com;184grandno@gmail.com;kcimmino@norgaardfirm.com;dtakach@norgaardfirm.com;norgaard.cassandrac.b124931@notify.bestcase.com
Charles M. Forman	cforman@formanlaw.com lcapasso@formanlaw.com;cforman@iq7technology.com;ecf.alert+Forman@titlexi.com
Charles M. Forman	on behalf of Trustee Charles M. Forman cforman@formanlaw.com lcapasso@formanlaw.com;cforman@iq7technology.com;ecf.alert+Forman@titlexi.com
Denise E. Carlon	

District/off: 0312-2

Date Rcvd: Jul 12, 2024

User: admin

Form ID: pdf903

Page 2 of 2

Total Noticed: 1

on behalf of Creditor Rocket Mortgage LLC f/k/a Quicken Loans, LLC dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com

Eric R. Perkins

on behalf of Interested Party Brian Convery eperkins@becker.legal tcolombini@becker.legal;jlawrence@becker.legal

John P. Di Iorio

on behalf of Plaintiff Mary Stachowiak jdiiorio@shapiro-croland.com

John P. Di Iorio

on behalf of Creditor Mary Stachowiak jdiiorio@shapiro-croland.com

Justin Baumgartner

on behalf of Interested Party Brian Convery jbaumgartner@becker.legal tcolombini@becker.legal

Karl J. Norgaard

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amartinez@norgaardfirm.com;kcimmino@norgaardfirm.com;dtakach@norgaardfirm.com;crose@norgaardfirm.com

Karl J. Norgaard

on behalf of Creditor David Repetto knorgaard@norgaardfirm.com
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Karl J. Norgaard

on behalf of Plaintiff Mary Stachowiak knorgaard@norgaardfirm.com
amartinez@norgaardfirm.com;kcimmino@norgaardfirm.com;dtakach@norgaardfirm.com;crose@norgaardfirm.com

Karl J. Norgaard

on behalf of Creditor John Conte knorgaard@norgaardfirm.com
amartinez@norgaardfirm.com;kcimmino@norgaardfirm.com;dtakach@norgaardfirm.com;crose@norgaardfirm.com

Kimberly J. Salomon

on behalf of Trustee Charles M. Forman ksalomon@formanlaw.com jkisla@formanlaw.com

Kimberly J. Salomon

on behalf of Plaintiff Charles M. Forman ksalomon@formanlaw.com jkisla@formanlaw.com

Myles Missirian

on behalf of Creditor Guaglardi & Meliti LLP mmissirian@adgmlaw.com, mmissirian@adgmlaw.com

Richard D. Trenk

on behalf of Interested Party Convery 2008 Family Trust rtrenk@trenkisabel.law averdugo@tisslaw.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 18